

Madison Redevelopment Commission

October 14, 2021 @ 3:00 pm

Agenda

- Call to Order
- Approval of Minutes from September 7th, 2021
- Claims Approval
- Old Business:
 - Monthly Financial Review
 - READI Grant Update
- New Business:
 - Proposed Madison Industrial Park Subdivision
 - Clifty Commercial Properties, LLC Economic Development Agreement Compliance
 - Declaratory Resolution Amending the North Madison and Northwest Madison Allocation Areas
- City Matters/Updates-Mayor Courtney
- Next Meeting Date: November 2nd, 2021 @ 3:00 pm
- Adjourn

Madison RDC

Financial Update

Prepared by: Reedy Financial Group, P.C.

October 7, 2021

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Overview

Madison Redevelopment Commission

RDC Overview

Commissioners & Officers:

| Name | Position | Term Beginning | Term End |
|-----------------|----------------|----------------|------------|
| John Grote | President | 1/1/2021 | 12/31/2021 |
| Dan Hughes | Vice President | 1/1/2021 | 12/31/2021 |
| Joe Craig | Secretary | 1/1/2021 | 12/31/2021 |
| Jeff Studebaker | Member | 1/1/2021 | 12/31/2021 |
| Cary Strouse | Member | 1/1/2021 | 12/31/2021 |
| Michael Gasaway | School Member | 1/1/2021 | 12/31/2021 |
| Bob Courtney | Mayor | n/a | n/a |

Employee Information:

| Name | Position | 2021 Wages |
|------|----------|------------|
| | N/A | |

Local Counsel:

| Name | Company | Phone Number |
|------------|----------------------------|----------------|
| Joe Jenner | Jenner, Pattison, & Sharpe | (812) 265-5132 |

Overlapping Units:

Jefferson County
 Madison Township
 Madison Civil City
 Madison Consolidated School Corporation
 Jefferson County Public Library
 Southeastern Indiana Solid Waste Management

Overview

Madison Redevelopment Commission

RDC Overview

TIF Allocation Areas:

| Allocation Area | Name of Redevelopment Plan | Declaratory Adopted Date | Description | Base Assessment Date | TIF Expiration |
|---|---|--------------------------|---------------------------------|----------------------|----------------|
| T39001 - North Madison Allocation Area | North Madison Economic Development Plan | 1/19/1994 | City of Madison 1 - Original | 3/1/1993 | Pay 2035 |
| | | 2/20/2008 | City of Madison 1 - Expansion 1 | 3/1/2007 | Pay 2038 |
| | | | | | |
| T39003 - Northwest Allocation Area | North Madison Economic Development Plan | 11/7/2019 | Northwest - Original | 1/1/2019 | TBD |
| | | | | | |
| T39002 - Madison Plaza Allocation Area | North Madison Economic Development Plan | 11/7/2019 | Madison Plaza - Original | 1/1/2019 | TBD |
| | | | | | |
| T39004 - Presidential/Barr Properties Allocation Area | North Madison Economic Development Plan | 11/7/2019 | Presidential/Barr - Original | 1/1/2019 | TBD |
| | | | | | |
| T39005 - Venture and Dean Ford Allocation Area | North Madison Economic Development Plan | 11/7/2019 | Venture and Dean - Original | 1/1/2019 | TBD |
| | | | | | |
| T39006 - Ivy Tech Properties Allocation Area | North Madison Economic Development Plan | 11/7/2019 | Ivy Tech - Original | 1/1/2019 | TBD |
| | | | | | |

Note: The exact date of the TIF Expiration and final pay year is subject to legal interpretation. We are not attorneys and as such, we are unable to give a recommendation based on Indiana Statute. Our TIF Expiration estimates are based upon our understanding of the process and is in no way to be taken as a legal opinion.

TBD: To Be Determined. As of July 1, 2008, legislation states that a TIF allocation area expires 25 years after the first debt is obligated against the area's revenues. Once debt has been issued on an area, an expiration year will be assigned.

Overview

Madison Redevelopment Commission
2021 Monthly Claims

| Fund | Fund Project Category | Contract | Month | Vendor | Description | Expenditure |
|--------------|---------------------------|------------|---------|-----------------------------|---------------------|--------------------|
| 214 TIF Fund | Sidewalk Improvement Plan | | October | HWC Engineering | ADA Transition Plan | \$ 539.00 |
| 214 TIF Fund | Professional Services | RFG - 2021 | October | Reedy Financial Group, P.C. | Advisory fees | \$ 2,980.13 |
| 214 TIF Fund | Professional Services | | October | Jenner, Pattison, & Sharpe | Legal fees | \$ 176.00 |
| Total | | | | | | \$ 3,695.13 |

Fund - Denotes which fund each claim is being allocated to
Fund Project Category - Denotes the claim's specific line-item within the fund
Contract - Denotes a contract, if any, that the claim is associated with

Financials

Madison Redevelopment Commission

North Madison Allocation Area - Monthly Cash Balance

| | Beginning Cash Balance | Revenue | Capital Outlays | Debt Payments | Other Services & Charges | Ending Cash Balance |
|--------------|---------------------------|---------------------|--------------------|---------------|-----------------------------|------------------------|
| 2021 | | | | | | |
| January | \$ 2,017,601 | \$ 201 | \$ 91,615 | \$ 197,558 | \$ 2,917 | \$ 1,725,713 |
| February | \$ 1,725,713 | \$ 202 | \$ 50,768 | \$ - | \$ 200 | \$ 1,674,947 |
| March | \$ 1,674,947 | \$ 232 | \$ 38,156 | \$ 12,500 | \$ 6,375 | \$ 1,618,149 |
| April | \$ 1,618,149 | \$ 149 | \$ 436,920 | \$ - | \$ 4,312 | \$ 1,177,066 |
| May | \$ 1,177,066 | \$ 110 | \$ 278,796 | \$ - | \$ 6,124 | \$ 892,256 |
| June | \$ 892,256 | \$ 969,133 | \$ 8,005 | \$ - | \$ 3,124 | \$ 1,850,260 |
| July | \$ 1,850,260 | \$ 206 | \$ 65,589 | \$ 196,750 | \$ 3,014 | \$ 1,585,113 |
| August | \$ 1,585,113 | \$ 10,376 | \$ 9,750 | \$ 12,500 | \$ 2,965 | \$ 1,570,274 |
| September | \$ 1,570,274 | \$ 3,395 | \$ 328,042 | \$ - | \$ 2,935 | \$ 1,242,693 |
| October | \$ 1,242,693 | \$ - | \$ 539 | \$ - | \$ 3,156 | \$ 1,238,997 |
| November | \$ 1,238,997 | \$ 27,008 | \$ 1,353,628 | \$ - | \$ 20,190 | \$ (107,812) |
| December | \$ (107,812) | \$ 4,702,854 | \$ 1,353,628 | \$ - | \$ 20,190 | \$ 3,221,225 |
| Total | | \$ 5,713,867 | \$ 4,015,434 | \$ 419,308 | \$ 75,501 | |

\$4m revenue projection reflects a proposed outside funding source to assist the RDC with capital expenditures; avoiding a cash spenddown within the fund.

| | | | | | | |
|--------------|--------------|--------------|--------------|------------|-----------|--------------|
| 2022 | | | | | | |
| January | \$ 3,221,225 | \$ 3,395 | \$ 237,083 | \$ 212,585 | \$ 6,318 | \$ 2,768,634 |
| February | \$ 2,768,634 | \$ 3,395 | \$ 237,083 | \$ - | \$ 6,318 | \$ 2,528,627 |
| March | \$ 2,528,627 | \$ 3,395 | \$ 237,083 | \$ - | \$ 6,318 | \$ 2,288,621 |
| April | \$ 2,288,621 | \$ 3,395 | \$ 237,083 | \$ - | \$ 6,318 | \$ 2,048,615 |
| May | \$ 2,048,615 | \$ 3,395 | \$ 237,083 | \$ - | \$ 6,318 | \$ 1,808,608 |
| June | \$ 1,808,608 | \$ 832,213 | \$ 237,083 | \$ - | \$ 6,318 | \$ 2,397,420 |
| July | \$ 2,397,420 | \$ 3,395 | \$ 237,083 | \$ 212,585 | \$ 6,318 | \$ 1,944,829 |
| August | \$ 1,944,829 | \$ 3,395 | \$ 237,083 | \$ - | \$ 6,318 | \$ 1,704,823 |
| September | \$ 1,704,823 | \$ 3,395 | \$ 237,083 | \$ - | \$ 6,318 | \$ 1,464,816 |
| October | \$ 1,464,816 | \$ 3,395 | \$ 237,083 | \$ - | \$ 6,318 | \$ 1,224,810 |
| November | \$ 1,224,810 | \$ 56,395 | \$ 237,083 | \$ - | \$ 6,318 | \$ 1,037,804 |
| December | \$ 1,037,804 | \$ 832,213 | \$ 237,083 | \$ - | \$ 6,318 | \$ 1,626,616 |
| Total | | \$ 1,751,376 | \$ 2,845,000 | \$ 425,170 | \$ 75,815 | |

*Note: Revenues are as of 9/30/2021 while Expenditures are as of 10/14/2021.
The remainder of 2021 and 2022 are projected.*

Current Month

Financials

Madison Redevelopment Commission

North Madison Allocation Area - Fund #214

| | Actual 2019 | Actual 2020 | Projected 2021 | as of 10/14/2021 | Projected 2022 | Projected 2023 |
|-------------------------------------|-----------------------|---------------------|---------------------|---------------------|-----------------------|---------------------|
| Beginning Cash Balance | \$ 4,731,272 | \$ 1,948,423 | \$ 2,017,601 | \$ 2,017,601 | \$ 3,231,410 | \$ 1,636,801 |
| Plus Revenues: | | | | | | |
| Interest / Misc. Revenue | \$ 82,068 | \$ 6,789 | \$ 2,500 | \$ 1,483 | \$ - | \$ - |
| Madison R.R. Loan Payback | \$ - | \$ 53,000 | \$ 53,000 | \$ - | \$ 53,000 | \$ 53,000 |
| Projected Bond Proceeds | \$ - | \$ - | \$ 4,000,000 | \$ - | \$ - | \$ - |
| Rental Income | \$ - | \$ - | \$ 23,765 | \$ 13,580 | \$ 40,739 | \$ - |
| TIF Revenue Collections | \$ 1,085,999 | \$ 1,336,110 | \$ 1,644,787 | \$ 968,942 | \$ 1,657,637 | \$ 1,657,637 |
| Total Revenues | \$ 1,168,067 | \$ 1,395,899 | \$ 5,724,052 | \$ 984,005 | \$ 1,751,376 | \$ 1,710,637 |
| Less Expenditures: | | | | | | |
| Capital Outlays | | | | | | |
| Affordable Housing | \$ - | \$ - | \$ 100,000 | \$ - | \$ 50,000 | \$ - |
| Airport Expansion | \$ - | \$ - | \$ 35,000 | \$ - | \$ - | \$ - |
| Cotton Mill (offsite improv.) | \$ - | \$ - | \$ 357,813 | \$ 324,672 | \$ - | \$ - |
| Downtown Parking Study | \$ - | \$ - | \$ 49,900 | \$ - | \$ - | \$ - |
| Drainage Study | \$ - | \$ - | \$ 60,000 | \$ - | \$ - | \$ - |
| Grocery Store | \$ - | \$ - | \$ 600,000 | \$ 214,433 | \$ - | \$ - |
| Industrial Drive | \$ 15,948 | \$ 127,124 | \$ - | \$ - | \$ - | \$ - |
| Madison Plaza | \$ - | \$ 7,200 | \$ - | \$ - | \$ 750,000 | \$ - |
| Madison Regatta Overlook | \$ - | \$ - | \$ 250,000 | \$ - | \$ - | \$ - |
| Main Street Vision | \$ - | \$ - | \$ 500,000 | \$ - | \$ 500,000 | \$ 500,000 |
| MCSC Transfer | \$ 30,542 | \$ - | \$ 100,000 | \$ - | \$ - | \$ - |
| P.A.C.E NRO Fund Transfer | \$ 40,000 | \$ 225,000 | \$ 370,000 | \$ 370,000 | \$ 120,000 | \$ 120,000 |
| Riverfront Overlook Parking | \$ - | \$ - | \$ 350,000 | \$ - | \$ - | \$ - |
| Sidewalk Improvement Plan | \$ - | \$ - | \$ 50,000 | \$ 36,595 | \$ - | \$ - |
| Small Business Sewer Project | \$ - | \$ - | \$ 55,700 | \$ 55,700 | \$ - | \$ - |
| Wilson Ave Grant Match Prep | \$ - | \$ 75,000 | \$ 75,000 | \$ - | \$ 75,000 | \$ 75,000 |
| Wilson Ave Widening | \$ 32,819 | \$ 80,137 | \$ 162,021 | \$ 56,779 | \$ - | \$ - |
| Stellar Projects | \$ 35,180 | \$ 311,315 | \$ 850,000 | \$ 250,000 | \$ 800,000 | \$ - |
| Clifty Drive Sidewalks | \$ - | \$ - | \$ 400,000 | \$ - | \$ 400,000 | \$ - |
| Crystal Beach / Ggtn Park | \$ - | \$ - | \$ 200,000 | \$ - | \$ 400,000 | \$ - |
| Ohio Theater | \$ - | \$ - | \$ 250,000 | \$ 250,000 | \$ - | \$ - |
| Riverwalk Extension Project | \$ - | \$ 118,200 | \$ - | \$ - | \$ - | \$ - |
| Riverside Tower Lofts | \$ 35,180 | \$ 193,115 | \$ - | \$ - | \$ - | \$ - |
| Debt Payments | | | | | | |
| Bank Fee | \$ - | \$ - | \$ 1,450 | \$ 1,450 | \$ 1,450 | \$ 1,450 |
| 2019A Riverton Bond | \$ 141,933 | \$ 396,673 | \$ 392,858 | \$ 392,858 | \$ 398,720 | \$ 398,938 |
| 2019B Clifty Bond | \$ 2,700,999 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Madison Sewer Bond Pledge | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 25,000 |
| Other Services & Charges | | | | | | |
| Insurance | \$ 315 | \$ 630 | \$ - | \$ - | \$ 315 | \$ 315 |
| Office Supplies | \$ - | \$ 943 | \$ 500 | \$ - | \$ 500 | \$ 500 |
| Professional Services | \$ 78,798 | \$ 72,200 | \$ 75,000 | \$ 35,121 | \$ 75,000 | \$ 75,000 |
| Transfer Out | \$ - | \$ - | \$ 1 | \$ 1 | \$ - | \$ - |
| New Project Opportunities | | | | | | |
| Bic. Park Music Venue | \$ - | \$ - | \$ - | \$ - | \$ 500,000 | \$ - |
| Gateway Project | \$ - | \$ - | \$ 50,000 | \$ - | \$ 50,000 | \$ 50,000 |
| Total Spending w/ NPO | \$ 3,950,916 | \$ 1,326,721 | \$ 4,510,243 | \$ 1,762,608 | \$ 3,345,985 | \$ 1,246,203 |
| Surplus / (Deficit) | \$ (2,782,849) | \$ 69,177 | \$ 1,213,809 | \$ (778,603) | \$ (1,594,609) | \$ 464,434 |
| Pass Through Calculation* | 27% | 101% | 36% | 55% | 50% | 133% |
| Year End Fund Balance w/ NPO | \$ 1,948,423 | \$ 2,017,601 | \$ 3,231,410 | \$ 1,238,997 | \$ 1,636,801 | \$ 2,101,235 |
| Cash Reserve Goal | | | \$ 1,500,000 | | \$ 1,500,000 | \$ 1,500,000 |
| Over / (Under) Reserve Goal | | | \$ 1,731,410 | | \$ 136,801 | \$ 601,235 |

Note: Expenditures are as of as of 10/14/2021 while Revenues are as of 9/30/2021.

Note: Pass Through Calculation = TIF Property Tax Revenues / Total Expenditures (IC 36-7-14-39)

Financials

Madison Redevelopment Commission

North Madison Allocation Area - 5 Year Projections

| | Projected 2021 | Projected 2022 | Projected 2023 | Projected 2024 | Projected 2025 | Projected 2026 |
|-------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Beginning Cash Balance | \$ 2,017,601 | \$ 3,231,410 | \$ 1,636,801 | \$ 2,101,235 | \$ 2,252,989 | \$ 2,775,816 |
| Plus Revenues: | | | | | | |
| Interest / Misc. Revenue | \$ 2,500 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Madison R.R. Loan Payback | \$ 53,000 | \$ 53,000 | \$ 53,000 | \$ - | \$ - | \$ - |
| Projected Bond Proceeds | \$ 4,000,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental Income | \$ 23,765 | \$ 40,739 | \$ - | \$ - | \$ - | \$ - |
| TIF Revenue Collections | \$ 1,644,787 | \$ 1,657,637 | \$ 1,657,637 | \$ 1,657,637 | \$ 1,657,637 | \$ 1,657,637 |
| Total Revenues | \$ 5,724,052 | \$ 1,751,376 | \$ 1,710,637 | \$ 1,657,637 | \$ 1,657,637 | \$ 1,657,637 |
| Less Expenditures: | | | | | | |
| Capital Outlays | | | | | | |
| Affordable Housing | \$ 100,000 | \$ 50,000 | \$ - | \$ - | \$ - | \$ - |
| Airport Expansion | \$ 35,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Cotton Mill (offsite improv.) | \$ 357,813 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Downtown Parking Study | \$ 49,900 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Drainage Study | \$ 60,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Grocery Store | \$ 600,000 | \$ - | \$ - | \$ 325,000 | \$ - | \$ - |
| Madison Plaza | \$ - | \$ 750,000 | \$ - | \$ - | \$ - | \$ - |
| Madison Regatta Overlook | \$ 250,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Main Street Vision | \$ 500,000 | \$ 500,000 | \$ 500,000 | \$ 500,000 | \$ 500,000 | \$ 500,000 |
| MCSC Transfer | \$ 100,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| P.A.C.E NRO Fund Transfer | \$ 370,000 | \$ 120,000 | \$ 120,000 | \$ 120,000 | \$ 120,000 | \$ 120,000 |
| Riverfront Overlook Parking | \$ 350,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Sidewalk Improvement Plan | \$ 50,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Small Business Sewer Project | \$ 55,700 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Wilson Ave Grant Match Prep | \$ 75,000 | \$ 75,000 | \$ 75,000 | \$ - | \$ - | \$ - |
| Wilson Ave Widening | \$ 162,021 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Stellar Projects | \$ 850,000 | \$ 800,000 | \$ - | \$ - | \$ - | \$ - |
| Clifty Drive Sidewalks | \$ 400,000 | \$ 400,000 | \$ - | \$ - | \$ - | \$ - |
| Crystal Beach / Ggtn Park | \$ 200,000 | \$ 400,000 | \$ - | \$ - | \$ - | \$ - |
| Ohio Theater | \$ 250,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Debt Payments | | | | | | |
| Banking Fees | \$ 1,450 | \$ 1,450 | \$ 1,450 | \$ 1,450 | \$ 1,450 | \$ 1,450 |
| 2019A Riverton Bond | \$ 392,858 | \$ 398,720 | \$ 398,938 | \$ 408,618 | \$ 412,545 | \$ 420,720 |
| Madison Sewer Bond Pledge | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 25,000 |
| Other Services & Charges | | | | | | |
| Insurance | \$ - | \$ 315 | \$ 315 | \$ 315 | \$ 315 | \$ 315 |
| Professional Services | \$ 75,000 | \$ 75,000 | \$ 75,000 | \$ 75,000 | \$ 75,000 | \$ 75,000 |
| Office Supplies | \$ 500 | \$ 500 | \$ 500 | \$ 500 | \$ 500 | \$ 500 |
| Wilson Ave Grant Match Prep. | \$ 1 | \$ - | \$ - | \$ - | \$ - | \$ - |
| New Project Opportunities | | | | | | |
| Bic. Park Music Venue | \$ - | \$ 500,000 | \$ - | \$ - | \$ - | \$ - |
| Gateway Project | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ - | \$ - |
| Total Spending w/ NPO | \$ 4,510,243 | \$ 3,345,985 | \$ 1,246,203 | \$ 1,505,883 | \$ 1,134,810 | \$ 1,142,985 |
| Surplus / (Deficit) w/ NPO | \$ 1,213,809 | \$ (1,594,609) | \$ 464,434 | \$ 151,754 | \$ 522,827 | \$ 514,652 |
| Pass Through Calculation* | 36% | 50% | 133% | 110% | 146% | 145% |
| Year End Fund Balance w/ NPO | \$ 3,231,410 | \$ 1,636,801 | \$ 2,101,235 | \$ 2,252,989 | \$ 2,775,816 | \$ 3,290,468 |
| Cash Reserve Goal | \$ 1,500,000 | \$ 1,500,000 | \$ 1,500,000 | \$ 1,500,000 | \$ 1,500,000 | \$ 1,500,000 |
| Over / (Under) Reserve Goal | \$ 1,731,410 | \$ 136,801 | \$ 601,235 | \$ 752,989 | \$ 1,275,816 | \$ 1,790,468 |

Note: Expenditures are as of 10/14/2021 while Revenues are as of 9/30/2021.

Note: Pass Through Calculation = TIF Property Tax Revenues / Total Expenditures (IC 36-7-14-39)

Financials

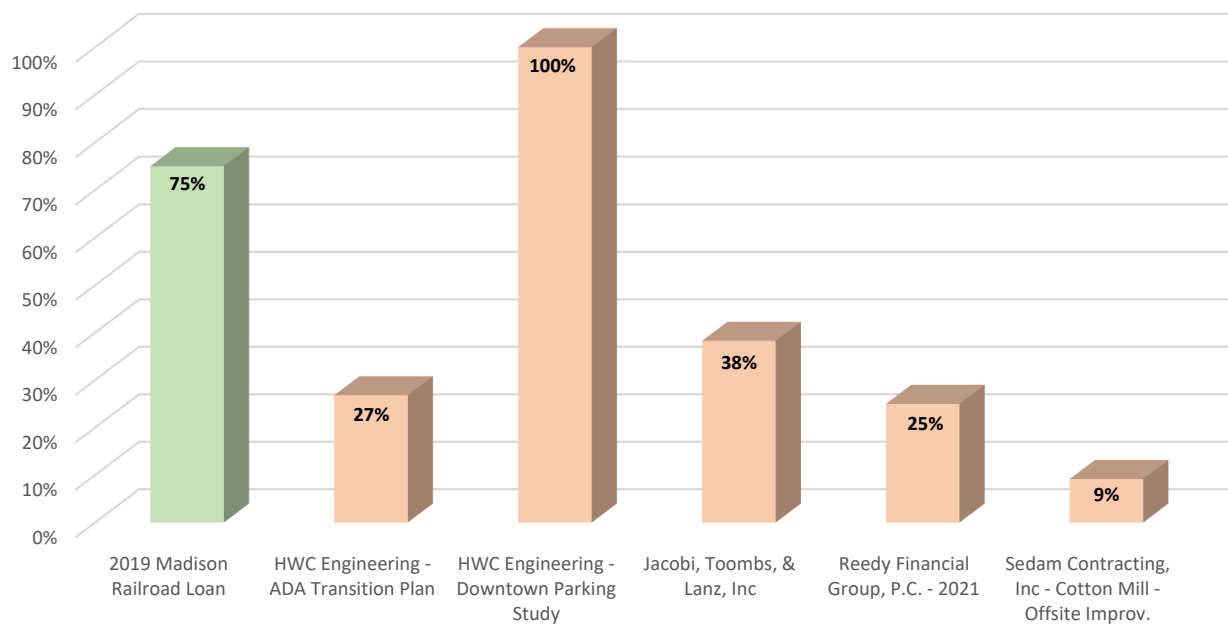
Madison Redevelopment Commission RDC Contracts

| | Total Contract Amount | Contract Amount Received | Contract Amount Remaining | Percent of Contract Remaining as of 10/14/2021 |
|--|-----------------------|--------------------------|---------------------------|--|
| Madison Redevelopment Commission - Assets | | | | |
| 2019 Madison Railroad Loan | \$ 212,000 | \$ 53,000 | \$ 159,000 | 75% |
| Total | \$ 212,000 | \$ 53,000 | \$ 159,000 | 75% |

Madison Redevelopment Commission - Liabilities

| | | | | |
|--|-------------------|-------------------|-------------------|------------|
| HWC Engineering - ADA Transition Plan | \$ 50,000 | \$ 36,595 | \$ 13,405 | 27% |
| HWC Engineering - Downtown Parking Study | \$ 49,900 | \$ - | \$ 49,900 | 100% |
| Jacobi, Toombs, & Lanz, Inc | \$ 274,977 | \$ 169,735 | \$ 105,242 | 38% |
| Reedy Financial Group, P.C. - 2021 | \$ 35,000 | \$ 26,250 | \$ 8,750 | 25% |
| Sedam Contracting, Inc - Cotton Mill - Offsite Improv. | \$ 331,413 | \$ 298,272 | \$ 30,341 | 9% |
| Total | \$ 655,973 | \$ 520,697 | \$ 132,477 | 20% |

Percent Remaining on Contracts



Indebtedness

Madison Redevelopment Commission

Debt Overview

| | Final Maturity Date | Outstanding Debt as of 1/1/2021 | Expected Amount Paid on Obligations in 2021 | Actual Amount Paid on Obligations in 2021 |
|--|---------------------------|---------------------------------------|--|--|
| North Madison Allocation Area: | | | | |
| Tax Increment Revenue Bonds, Series 2019A (Riverton) | 2/1/2034 | \$ 4,305,000 | \$ 392,858 | \$ 392,858 |
| 2015 Series B-2 SRF Bonds | 8/1/2035 | \$ 375,000 | \$ 25,000 | \$ 25,000 |

All 2021 debt payments owed by the RDC have now been paid.

| | Fund Number | 2021 Beginning | Transfers In | Transfers Out | Current Balance |
|--------------------------------------|-------------|-------------------|--------------|---------------|-----------------|
| Northwest Allocation Area Fund | 152 | \$ - | \$ 1.01 | \$ - | \$ 1 |

| | Fund Number | 2021 Beginning | Transfers In | Transfers Out | Current Balance |
|--------------------------------------|-------------|-------------------|--------------|---------------|-----------------|
| Wilson Ave Matching Grant Prep | 213 | \$ 75,000 | \$ - | \$ - | \$ 75,000 |

| | Fund Number | 2021 Beginning | Transfers In | Transfers Out | Current Balance |
|-------------------------------------|-------------|-------------------|--------------|---------------|-----------------|
| Clifty Dr Matching Grant Prep | XXX | \$ - | \$ - | \$ - | \$ - |

Note: Amortization Tables for the above Debt Obligations are kept on file at RFG and can be made available upon request.

1. Part 190
NW CORNER
SE QUARTER
SECTION 16,
T4N, R10E

DESCRIPTION TRACT "A"

Environ Biol Fish (2015) 98:1049–1060
DOI 10.1007/s10641-015-0300-0
© Springer Science+Business Media Dordrecht 2015

DESCRIPTION TRACT "B"

[illegible]

DESCRIPTION TRACT "C"

[illegible]

DESCRIPTION TRACT "D"

[illegible]

CITY OF MADISON
REDEVELOPMENT COMMISSION
DIVISION SURVEY

SURVEYOR'S REPORT

[illegible]

OWNER'S CERTIFICATE

All street, high-of-the-way as shown on this plat are hereby dedicated to the public for its use.

CERTIFICATE OF SURVEYOR

I, the undersigned, do hereby certify that I am a Registered Professional Land Surveyor in and for the State of Indiana, that to the best of my knowledge and belief the survey meets the requirements of Rule 605, Article 1, Rule 12, Section 1 through 30 of the Indiana Administrative Code (commonly called "Rule 12"), that the represents a survey completed by PSPRI, Inc. in March, 2021, and that all information shown is true and correct to the best of my knowledge and belief.

Charles R. Eslinger, PE/PLS
March 23, 2021

AUTHORITY

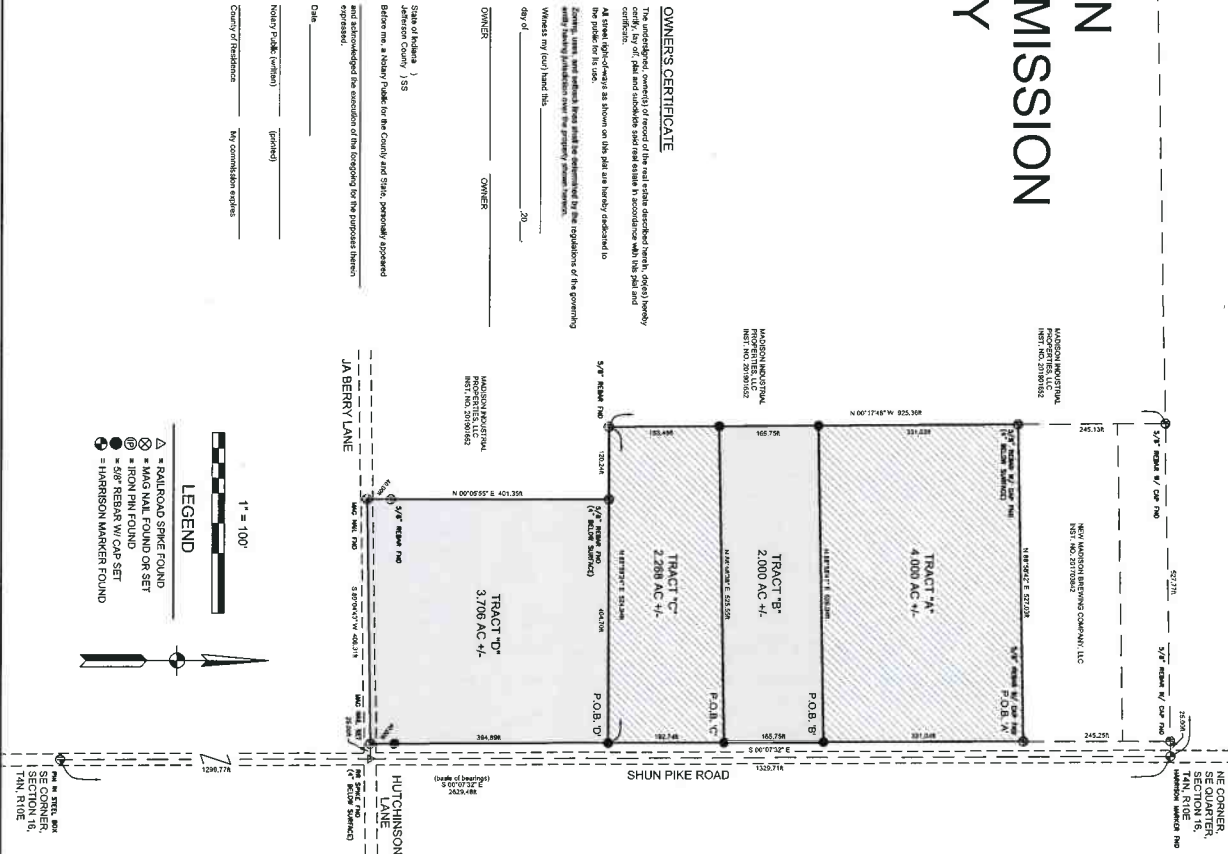
This plan has been reviewed for conformance to the zoning and use ordinance by a designated representative of the City of Madison Area Plan Commission. This does not guarantee that a permit will be issued.

By: _____ Title: _____ Date: _____

AUTHORITY

I affirm, under the penalties of perjury, that I have taken reasonable care to collect each social security number in this document, unless required by law.

Charles R. Burger



ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 3rd day of May, 2019, by and among the City of Madison, Indiana (the "City"); the Madison Redevelopment Commission (the "Redevelopment Commission"); and Clifty Commercial Properties, LLC, an Indiana limited liability company (the "Company"),

WITNESSETH:

WHEREAS, the City desires to foster economic development within the City; and

WHEREAS, the Company has approached the City regarding the Company's construction and equipping of a plastic coating manufacturing project in the City, as more particularly described in Exhibit A attached hereto (the "Development"); and

WHEREAS, as part of the Development, the Company, Armor Plastic LLC and their and its affiliates (collectively, the "Company Entities") intend to make an investment in improvements with a development cost in the approximate amount of Ten Million Four Hundred Thousand and 00/100 Dollars (\$10,400,000.00), by not later than December 31, 2025, and to undertake the Development on a certain parcel of real property located within the City (the "Property") (see Exhibit B attached hereto for a legal description of the Property); and

WHEREAS, the Company has requested and, subject to compliance with various legal requirements and certain commitments by the Company, the City has offered certain economic development incentives and assistance from the City; and

WHEREAS, the City and the Redevelopment Commission (each, a "City Body" and, collectively, the "City Bodies") have determined that the completion of the Development is in the best interests of the citizens of the City, and, therefore, the City Bodies desire to take certain steps in order to induce the Company to complete the Development; and

WHEREAS, to stimulate and induce the development of the Property, the City Bodies have agreed, subject to further proceedings as required by law, to provide the economic development incentives and assistance described herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE I. RECITALS

1.01 Recitals Part of Agreement. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.01.

ARTICLE II. MUTUAL ASSISTANCE

2.01 **Mutual Assistance.** The parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the case of the City Bodies, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

ARTICLE III. PROJECT DEVELOPMENT

3.01 **Property.** The Company shall acquire the Property by not later than December 31, 2019 and shall improve the Property, subject to the performance by the City Bodies of their respective obligations under this Agreement, by constructing the Development on such Property, as more particularly described in Section 3.02 hereof.

3.02 **Project Description and Development; Job Creation.** The Development will consist of the items and/or parameters set forth in Exhibit A attached hereto. The Company Entities shall commence construction of the Development by the later of (i) December 31, 2019 and (ii) the successful procurement of all permits and other governmental approvals, and shall substantially complete construction of the Development by December 31, 2025, subject to permitted delays provided for in Section 3.03 hereof.

3.03 **Permitted Delays.** Whenever performance is required of any party hereunder, such party shall use all due diligence and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, interruptions or challenges resulting from supplier interruptions, or damage to work in progress by reason of fire or other casualty or similar causes beyond the reasonable control of a party (other than financial reasons), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances. If (i) there should arise any permitted delay for which the Company or any of the City Bodies is entitled to delay its performance under this Agreement and (ii) the Company or such City Body anticipates that such permitted delay will cause a delay in its performance under this Agreement, then the Company or such City Body, as the case may be, agrees to provide written notice within twenty (20) days of acknowledgment of the delay to the other parties to this Agreement of the nature and the anticipated length of such delay.

ARTICLE IV. ECONOMIC DEVELOPMENT INCENTIVES

4.01 **Economic Development Revenue Bonds.** The Redevelopment Commission and the City shall each, subject to further proceedings required by law, cause the issuance of, in one or more series, economic development revenue bonds pursuant to IC 36-7-12 (the "Bonds"), in an amount sufficient to general net proceeds to the Company of \$2,600,000 (the "Incentive") by May 15, 2019, for application by the Company to apply to a Company Entity's costs related to the Project (the "Project Costs"), the projections of which are set for at Exhibit C. The

Redevelopment Commission and the City shall not pledge to the repayment of the Bonds any tax revenues or other funds of the Redevelopment Commission or the City, except the tax increment revenues generated by the North Madison Economic Development Area Allocation Area.

4.02 Distribution of Net Proceeds to Company. The Incentive shall be held in a City account in accordance with the terms of a trust indenture to be entered into between the City and a trustee ("Trustee") to be selected by the City. Provided that the Company has purchased the Property, the Company may draw the Incentive funds from the Trustee to pay, or reimburse the Company for a Company Entity's purchase and rehabilitation of the Property or for a Company Entity's purchase and installation of equipment for the Project. The Company shall submit requisitions to the Trustee for the disbursements of the Incentive with such documentations reasonably required by the Trustee and the City to evidence the Company Entity's expenditures, purchase and rehabilitation of the Property or purchase and installation of other Project Costs for which Company is seeking reimbursement.

ARTICLE V. FORGIVABLE REIMBURSEMENT COMMITMENT OF COMPANY

5.01 Reimbursement Commitment. The Company shall repay the City Bodies collectively the full amount of the Incentive by a date not later than five (5) years after the date of issuance of the Bonds (the "Reimbursement Commitment") without interest, subject to the provisions of Section 5.02.

5.02 Forgivability of Reimbursement Commitment. The first \$1,200,000 of the Reimbursement Commitment will be forgiven on the date that the Company purchases the Property ("Acquisition Date"). An additional \$700,000 of the Reimbursement Commitment shall be deemed forgiven upon the Company's Entity's collective investment of at least five million (\$5,000,000) to rehabilitate and equip the Property; provided that such investment occurs prior to the fourth anniversary of the Acquisition Date. An additional \$700,000 shall be forgiven on the fourth anniversary of the Acquisition Date if by such fourth anniversary date, the Company Entities and any lessee of the Property have collectively created (and retained) a minimum of fifty (50) full-time permanent jobs relating to the Development in the City having an average compensation of not less than \$18.50 per hour (not including benefits).

ARTICLE VI. AUTHORITY

6.01 Actions. Each of the City Bodies represents and warrants that it has taken or will take (subject to further proceedings required by law and the Company's performance of its agreements and obligations hereunder) such action(s) as may be required and necessary to enable each of the respective City Bodies to execute this Agreement and to carry out fully and perform the terms, covenants, duties and obligations on its part to be kept and performed as provided by the terms and provisions hereof.

6.02 Powers. The City Bodies represent and warrant that each has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform their respective obligations under this Agreement.

ARTICLE VII. GENERAL PROVISIONS

7.01 **Indemnity; No Joint Venture or Partnership.** The Company covenants and agrees at its expense to pay and to indemnify and save the City Bodies, and their officers and agents (the "Indemnitees") harmless of, from and against, any and all claims, damages, demands, expenses and liabilities relating to bodily injury or property damage resulting directly or indirectly from the Company's (and/or any affiliate's thereof) development activities with respect to the Development unless such claims, damages, demands, expenses or liabilities arise by reason of the intentional or negligent act or omission of the City Bodies, or other Indemnitees, in which case the City Bodies, to the extent permitted by law, shall indemnify and hold harmless the Company. However, nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between the City Bodies, and the Company or any affiliate thereof.

7.02 **Time of Essence.** Time is of the essence of this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein) and acknowledge that the successful performance of this Agreement requires their continued cooperation.

7.03 **Breach.** Before any failure of any party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall promptly notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If after said notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity.

7.04 **Amendment.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, by the adoption of an ordinance or resolution of each of the City Bodies approving said amendment, as provided by law, and by the execution of said amendment by the parties or their successors in interest.

7.05 **No Other Agreement.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

7.06 **Severability.** If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

7.07 **Indiana Law.** This Agreement shall be construed in accordance with the laws of the State of Indiana.

7.08 **Notices.** All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

To the Company:

Clifty Commercial Properties, LLC
Attn: Beth Lichlyter, CFO
2753 Michigan Road
Madison, IN 47250

With a copy to:

Ice Miller LLP
Attn: Michael Flint
One American Square, Suite 2900
Indianapolis, IN 46282

To the City Bodies:

Madison Redevelopment Commission
c/o Mayor
101 West Main Street
Madison, Indiana 47250

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

7.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

7.10 Assignment. The rights and obligations contained in this Agreement may not be assigned by the Company or any affiliate thereof without the express prior written consent of each of the City Bodies (which shall not be unreasonably withheld); provided, however, that the Company may collaterally assign or transfer all or a portion of its rights and obligations hereunder to an affiliate of the Company or to one or more of their lenders upon notice to, but without the consent of, the City Bodies, but any such transfer to a lender or an affiliate of the Company shall not have the effect of releasing the Company from its obligations hereunder.

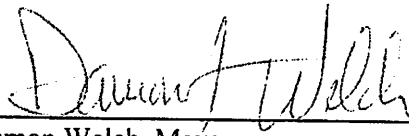
7.11 No Third Party Beneficiaries. This Agreement shall be deemed to be for the benefit solely of the parties hereto and shall not be deemed to be for the benefit of any third party.

7.12 Priority. The obligations of the Company under this Agreement shall remain general unsecured obligations of the Company and shall be junior and subordinate to any other debt of the Company incurred to finance the Project.

7.13 Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement and each of the City Bodies has approved or ratified this Agreement at public meetings.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF MADISON, INDIANA

By: 
Damon Welch, Mayor

MADISON REDEVELOPMENT COMMISSION

By: _____
John Grote, President

CLIFTY COMMERCIAL PROPERTIES, LLC

By: _____
Harold Hunt, President

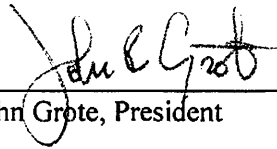
[Signature page of Economic Development Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF MADISON, INDIANA

By: _____
Damon Welch, Mayor

MADISON REDEVELOPMENT COMMISSION

By:  _____
John Grote, President

CLIFTY COMMERCIAL PROPERTIES, LLC

By: _____
Harold Hunt, President

[Signature page of Economic Development Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF MADISON, INDIANA

By: _____
Damon Welch, Mayor

MADISON REDEVELOPMENT COMMISSION

By: _____
John Grote, President

CLIFTY COMMERCIAL PROPERTIES, LLC

By: Harold Hunt
Harold Hunt, President

EXHIBIT A

DESCRIPTION OF DEVELOPMENT

The Company Entities will redevelop the former Armor Metal Building (the "Plant") located at 1200 Clifty Drive (the "Site") in the City. The Company intends to purchase the Site and to remediate, renovate, rehabilitate and equip the Plant to one or more manufacturing production lines for UTV and ATV windshields, doors, panels, and other products for the Company and others. The investment is anticipated to exceed \$10.4 million, and the Company, its affiliates, and other lessees are intended to produce at least 50 new jobs by December 31, 2025 related to the Development and located in the City having an average compensation of not less than \$18.50 per hour (not including benefits).

EXHIBIT B

LEGAL DESCRIPTION

The land referred to below is intended to describe the parcel(s) located at the Site:

Being a part of Section 21, Township 4 North, Range 10 East, City of Madison, Jefferson County, Indiana and being more particularly described as follows: Commencing at the intersection of the centerlines of State Road No. 7 and 62, said point being 26.90 feet East and 951.40 feet South of the center of Section 21; thence with the centerline of State Road No. 7, North 39°09'40" West, (bearing taken from previous survey done by Eugene O'Brien dated February 6, 1976), 598.00 feet; thence leaving the above mentioned road and running North 58°46'40" East, 30.29 feet to a 5/8" rebar set and the TRUE POINT OF BEGINNING; thence continuing North 58°46'40" East, 1794.28 feet (passing through a T-bar found at 195.71 feet) to a 5/8" rebar set on the west right-of-way of the Madison Railroad; thence with the above mentioned railroad right-of-way, South 32°50'40" East, 506.52 feet to a 5/8" rebar set on the North right-of-way line of State Road No. 62; thence with the North right-of-way of State Road No. 62 the following six (6) calls: South 22°29'47" West, 564.09 feet to a 5/8" rebar set; thence South 64°09'22" West, 249.41 feet to a 5/8" rebar set; thence with a curve having a radius of 2787.85 feet subtended by a chord bearing South 64°39'41" West, 49.27 feet to a 5/8" rebar set; thence South 51°49'57" West, 100.96 feet to a 5/8" rebar set; thence with a curve having a radius of 2814.79 feet subtended by a chord bearing South 73°40'03" West, 637.29 feet to a 5/8" rebar set; thence North 70°28'02" West, 473.49 feet to a 5/8" rebar set; thence with the right-of-way of State Road No. 7, North 39°09'40" West, 296.29 feet to the TRUE POINT OF BEGINNING. Containing 28.549 acres, subject to all legal rights-of-way and any easements of record. (Note: This legal description is from a survey recorded May 13, 1999, as Instrument No. 993046, in the Recorder's Office of Jefferson County, Indiana.)

EXHIBIT C
PROJECT COSTS

| | |
|----------------------------|--------------------|
| Equipment | \$4,035,000 |
| <u>Building & Site</u> | <u>\$6,365,000</u> |
| Total | \$10,400,000 |

MADISON REDEVELOPMENT COMMISSION
CARVE OUT/CREATION OF NEW ALLOCATION AREA,
AMEND ECONOMIC DEVELOPMENT PLAN
AND ISSUE TAXABLE EDC BONDS

TIMETABLE

| <u>Date</u> | <u>Activity</u> |
|----------------------|---|
| October 14, 2021 | Redevelopment Commission adopts Amending Declaratory Resolution (special meeting) |
| November 8, 2021 | Plan Commission adopts order approving Amending Declaratory Resolution |
| November 16, 2021 | Common Council adopts resolution approving Plan Commission Order and creation of new allocation area; introduces bond ordinance |
| By November 18, 2021 | <u>Deliver</u> notice of public hearing on Declaratory Resolution AND notice of Economic Development Commission public hearing to newspaper |
| November 23, 2021 | Notice of public hearing on Amending Declaratory Resolution <u>published</u> in <i>The Madison Courier</i> , one time, <u>delivered</u> to affected agencies, <u>and</u> , together with tax impact statement, <u>delivered</u> to overlapping taxing units and any affected neighborhood associations (<u>at least 10 days prior to hearing</u>) |
| November 23, 2021 | Notice of public hearing of Economic Development Commission <u>published</u> in <i>The Madison Courier</i> |
| December 7, 2021 | Redevelopment Commission holds public hearing and adopts Amending Confirmatory Resolution; adopts TIF pledge resolution |
| December 7, 2021 | Economic Development Commission adopts project report; holds public hearing on project financing; and adopts the final action resolution which approves the substantially final form of documents and recommends that Common Council pass the bond ordinance (prior to Council meeting) |
| December 7, 2021 | Common Council adopts bond ordinance (approves substantially final forms of trust indenture, financing agreement and other documents) |
| December 8, 2021 | Economic Development Commission causes Project Report to be delivered to Director of Plan Commission and School Superintendent (> 100 jobs created) |
| December 9, 2021 | Bond sale negotiated; purchase agreement signed |

December 23, 2021 Closing

By December 31, 2021 Amending Confirmatory Resolution (with attached amending declaratory resolution) recorded with Jefferson County Recorder and file-stamped copy delivered to Jefferson County Auditor and DLGF (must be within 30 days of adoption of Confirmatory Resolution AND end of calendar year)

Assumptions:

- All bodies comply with Indiana Open Door Law
- Redevelopment Commission meets 1st Tuesday following 1st Monday of the month at 3:00 p.m.; will hold special meetings
- Common Council meets 1st and 3rd Tuesday of the month at 5:30 p.m.
- Madison Plan Commission meets 2nd Monday of the month at 5:30 p.m. (filing deadline approximately one month prior)
- Declaratory Resolution amended to: (i) "carve out" parcels and create new allocation area in the North Madison EDA; (ii) designate a taxpayer; and (iii) add projects to the Plan
- *The Madison Courier* published Tuesday, Thursday and Saturday: DEADLINES: TUES by 8:45 a.m. prior Friday; THUR by 8:45 a.m. prior Tuesday; SAT by 8:45 a.m. prior Thursday (Central Times): classifieds@madisoncourier.com
- Bonds purchased by third-party purchaser

RESOLUTION NO. _____

AMENDING DECLARATORY RESOLUTION OF THE
MADISON REDEVELOPMENT COMMISSION REMOVING
PARCELS FROM THE NORTH MADISON ECONOMIC
DEVELOPMENT AREA ALLOCATION AREA AND THE
CITY OF MADISON NORTHWEST ALLOCATION AREA TO
CREATE THE SUPER ATV ALLOCATION AREA WITHIN
THE NORTH MADISON ECONOMIC DEVELOPMENT AREA
AND AMENDING ECONOMIC DEVELOPMENT PLAN

WHEREAS, the Madison ("City") Redevelopment Commission ("Commission") did on January 19, 1994, adopt a declaratory resolution, as amended on February 20, 2008 and November 7, 2019 (collectively, as amended, "Declaratory Resolution"), establishing the North Madison Economic Development Area ("Area"), and the Declaratory Resolution was confirmed by a Confirmatory Resolution adopted on February 24, 1994, as amended on December 3, 2019 (collectively, as amended, "Confirmatory Resolution");

WHEREAS, the Declaratory Resolution and the Confirmatory Resolution are hereinafter collectively referred to as the "Area Resolution;"

WHEREAS, the Area Resolution approved the Economic Development Plan, as amended (collectively, as amended, "Original Plan"), which Original Plan contained specific recommendations for economic development in the Area;

WHEREAS, the Area Resolution designated the North Madison Economic Development Area Allocation Area ("Original North Madison Allocation Area") in accordance with IC 36-7-14-39 for the purpose of capturing real property taxes generated from the incremental assessed value of real property located in the Original North Madison Allocation Area ("North Madison TIF");

WHEREAS, the Area Resolution designated the City of Madison Northwest Allocation Area ("Original Madison Northwest Allocation Area") in accordance with IC 36-7-14-39 for the purpose of capturing real property taxes generated from the incremental assessed value of real property located in the Original Madison Northwest Allocation Area ("Madison NW TIF");

WHEREAS, the Original North Madison Allocation Area and the Original Madison Northwest Allocation Area are herein collectively, "Original Allocation Areas";

WHEREAS, the Common Council approved the establishment and expansion of the Area and the establishment and expansion of the Original North Madison Allocation Area and the establishment of the Original Madison Northwest Allocation Area;

WHEREAS, the City has issued certain outstanding Taxable Economic Development Tax Increment Revenue Bonds, Series 2019A (Riverton, LLC Project), dated May 24, 2019, now outstanding in the amount of \$4,095,000 and maturing on February 1, 2034 ("2019 Bonds") which 2019 Bonds were issued pursuant to a Trust Indenture dated as of May 24, 2019, between the City and Old National Wealth Management, as trustee, payable from North Madison TIF;

WHEREAS, pursuant to Resolution No. 12-2015 the Commission pledged \$12,500 of North Madison TIF payable semiannually on February 1 and August 1 to certain outstanding Taxable Sewage Works Refunding Revenue Bonds, Series 2015C, issued by the City, now outstanding in the amount of \$10,312,656 and maturing on August 1, 2035 ("2015 Pledge");

WHEREAS, the 2015 Pledge and the 2019 Bonds are hereinafter referred to as the "Outstanding Obligations;"

WHEREAS, there are no outstanding obligations payable from Madison NW TIF;

WHEREAS, the Commission now desires to amend the Area Resolution to: (i) remove Parcel No. 39-08-22-000-003.000-007 from the Original North Madison Allocation Area and Parcel No. 36-08-21-000-012.000-007 from the Original Madison Northwest Allocation Area (collectively, "Parcels") in order to create a new allocation area within the Area; (ii) designate the Parcels as a new tax allocation area to be identified as the Super ATV Allocation Area as set forth on the map attached hereto as Exhibit A; (iii) designate Super ATV LLC, as a "designated taxpayer" for purposes of capturing increases in depreciable personal property assessed value; and (iv) add the hereinafter defined Projects to the Original Plan ("2021 Plan");

WHEREAS, the Original North Madison Allocation Area shall maintain the same base assessment date of March 1, 1993;

WHEREAS, the Original Madison Northwest Allocation Area shall maintain the same base assessment date of January 1, 2019;

WHEREAS, the Super ATV Allocation Area shall have a base assessment date of January 1, 2021;

WHEREAS, IC 36-7-14-39.3 authorizes the Commission to designate a "designated taxpayer," if the Commission finds that:

(a) The taxes to be derived from the taxpayer's depreciable personal property in the allocation area and all other depreciable personal property located and taxable on the designated taxpayer's site of operations within the allocation area, in excess of the taxes attributable to the base assessed value of that personal property, are needed to pay debt service on bonds issued under IC 36-7-14-25.1, or to make payments or to provide security on leases payable under IC 36-7-14-25.2, in order to provide local public improvements for a particular allocation area;

(b) The taxpayer's property in the allocation area consists primarily of industrial, manufacturing, warehousing, research and development, processing, distribution or transportation related projects; and

(c) The taxpayer's property in the allocation area does not consist primarily of retail, commercial or residential projects;

WHEREAS, IC 36-7-14-39.3 authorizes the Commission to modify the definition of property taxes in IC 36-7-14-39(a) for the purposes of including taxes imposed under IC 6-1.1 on

the depreciable personal property of a designated taxpayer and all other depreciable personal property located and taxable on the designated taxpayer's site of operations within the allocation provision included in a declaratory resolution; and

WHEREAS, IC 36-7-14-17.5 authorizes the Commission to amend the Area Resolution, after conducting a public hearing, if it finds that:

(a) The amendments are reasonable and appropriate when considered in relation to the Area Resolution, the Original Plan and the purposes of IC 36-7-14; and

(b) The Area Resolution, with the proposed amendments, conforms to the comprehensive plan for the City;

NOW, THEREFORE, BE IT RESOLVED BY THE MADISON REDEVELOPMENT COMMISSION THAT:

Section 1. The Commission hereby finds that: (i) the current annual estimated North Madison TIF is \$1,657,637, less the estimated North Madison TIF generated by Parcel No. 39-08-22-000-003.000-007 to be removed in the amount of \$43,545, leaving an annual estimated amount of North Madison TIF of \$1,614,092; and (ii) the annual North Madison TIF estimated to be generated and pledged in the Original North Madison Allocation Area exceeds 380% of the debt service due on the Outstanding Obligations and, therefore, the Commission finds that reducing the Original North Madison Allocation Area in the manner set forth herein will not adversely affect the owners of the Outstanding Obligations in any material way.

Section 2. The Area Resolution is hereby amended to: (i) remove the Parcels from the Original Allocation Areas in order to create a new allocation area; (ii) designate the Parcels as a new tax allocation area to be called the "Super ATV Allocation Area," as shown on Exhibit A attached hereto; (iii) designate Super ATV LLC, and its subsidiaries, designees, successors and assigns, as a designated taxpayer; and (iv) add the Projects to the 2021 Plan.

Section 3. The Commission finds that the development of an Innovation Center and the construction and expansion of an estimated 135,000 sq. ft. production/warehousing/logistics facility, together with all necessary appurtenances, related improvements and equipment, and economic development incentives to induce development of such facilities (collectively, "Projects") will further the Original Plan, as amended; that the Projects will be located in or physically connected to the Area and provide a substantial economic benefit to the Area, the Super ATV Allocation Area and the residents of the City by creating approximately 225 new full-time jobs by 2026; therefore, it will be of public utility and benefit to amend the Area Resolution and the Original Plan to include the Projects. The Commission further finds that the public health and welfare will be benefited by the amendmenst to the Area Resolution and Original Plan and the implementation of the 2021 Plan.

Section 4. The Commission hereby modifies the definition of property taxes in IC 36-7-14-39(a) to include taxes imposed under IC 6-1.1 on the depreciable personal property located and taxable on the designated taxpayer's (designated below) site of operations within the Super ATV Allocation Area in accordance with the procedures and limitations set forth in IC 36-7-14-39 and -39.3.

Section 5. (a) The Commission designates as a "designated taxpayer" Super ATV LLC, and its subsidiaries, designees, successors and assigns on its site of operations.

(b) The Commission finds that:

- (i) The taxes to be derived from the depreciable personal property (as defined in the Act) in the Super ATV Allocation Area, in excess of the taxes attributable to the base assessed value of that personal property, are needed to pay debt service on bonds issued under IC 36-7-14-25.1, or to make payments or to provide security on leases payable under IC 36-7-14-25.2, in order to provide local public improvements for the Super ATV Allocation Area;
- (ii) The designated taxpayer's property in the Super ATV Allocation Area consists primarily of industrial, manufacturing, warehousing, research and development, processing, distribution or transportation related projects; and
- (iii) The designated taxpayer's property in the Super ATV Allocation Area does not consist primarily of retail, commercial or residential projects.

Section 6. The Commission now finds and determines that the amendments described in Section 1 above are reasonable and appropriate when considered in relation to the Area Resolution, the Original Plan and the economic development purposes set forth in IC 36-7-14. The Commission finds that the creation of the Super ATV Allocation Area and the adoption of the 2021 Plan conform to the comprehensive plan for the City.

Section 7. The Original North Madison Allocation Area shall maintain its original base assessment date of March 1, 1993, the Original Madison Northwest Allocation Area shall maintain its original base assessment date of January 1, 2019 and the Super ATV Allocation Area shall have a base assessment date of January 1, 2021.

Section 8. The allocation provisions in effect when the Original Allocation Areas were designated as a part of the Original Area shall continue to apply to the Original Allocation Areas, as reduced.

Section 9. This paragraph shall be considered the allocation provision for the Super ATV Allocation Area for purposes of IC 36-7-14-39. The entire Super ATV Allocation Area shall constitute an allocation area as defined in IC 36-7-14-39, separate and apart from the Original Allocation Areas. Any property taxes levied on or after the effective date of this resolution by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in the Super ATV Allocation Area shall be allocated and distributed in accordance with IC 36-7-14-39 or any applicable successor provision. This allocation provision shall expire no later than 25 years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment in the Super ATV Allocation Area.

Section 10. The presiding officer of the Commission is hereby authorized and directed to submit this resolution to the Madison Plan Commission ("Plan Commission") for its approval. The Commission further directs the presiding officer to submit this resolution and the approving order of the Plan Commission to the Common Council for its approval of the amendments to the Area Resolution and the Original Plan.

Section 11. The Commission also directs the presiding officer, after receipt of the written order of approval of the Plan Commission which has been approved by the Common Council, to publish notice of the adoption and substance of this resolution in accordance with IC 5-3-1-4 and to file notice with the Plan Commission, the Board of Zoning Appeals, the building commissioner and any other departments or agencies of the City concerned with unit planning, zoning variances, land use or the issuance of building permits. The notice must state that maps and plats have been prepared and can be inspected at the office of the City's department of redevelopment and must establish a date when the Commission will receive and hear remonstrances and objections from persons interested in or affected by the proceedings pertaining to the proposed Projects and the amendments to the Original Allocation Areas, and will determine the public utility and benefit of the proposed amendments to the Original Area, Original Allocation Areas and Original Plan. Copies of the notice must also be filed with the officer authorized to fix budgets, tax rates and tax levies under IC 6-1.1-17-8 for each taxing unit that is either wholly or partly located within the proposed Super ATV Allocation Area.

Section 12. The Commission also directs the presiding officer to prepare or cause to be prepared a statement disclosing the impact of the creation of the Super ATV Allocation Area, including the following:

(a) The estimated economic benefits and costs incurred by the Super ATV Allocation Area, as measured by increased employment and anticipated growth of real property, personal property and inventory assessed values; and

(b) The anticipated impact on taxes revenues of each taxing unit that is either wholly or partly located within the Super ATV Allocation Area.

A copy of this statement shall be filed with each such taxing unit with a copy of the notice required under Section 17 of the Act at least 10 days before the date of the hearing described in Section 11 of this resolution.

Section 13. The Commission hereby finds that the creation of the Super ATV Allocation Area will reasonably result in new property taxes that would not have been generated without this new allocation provision because Super ATV LLC has requested incentives in order to develop, construct and expand the Projects in the City, and the only way the Commission can provide incentives to encourage the construction, expansion and development of the Projects and resulting new property taxes is through the capture of increases in real and depreciable personal property taxes to be generated by the proposed development.

Section 14. The Commission hereby finds that the initial estimated costs of the Projects to be partially funded by the Commission through the use of tax increment from the Super ATV Allocation Area are approximately \$29,300,000 and finds that depreciable personal

property taxes will be needed to pay debt service on bonds or lease rentals on leases to fund the Projects.

Section 15. The Commission hereby finds that all property in the Super ATV Allocation Area will positively benefit from the 2021 Plan.

Section 16. The Commission further directs the presiding officer to submit this resolution to the Common Council for its approval of the amendments to the Area Resolution and Original Plan.

Section 17. In all other respects, the Area Resolution, the Original Plan and actions of the Commission consistent with this resolution are hereby ratified and confirmed.

Section 18. This resolution shall be effective upon passage.

Adopted at a meeting of the Commission held on October 14, 2021, in Madison, Indiana.

MADISON REDEVELOPMENT COMMISSION

President

Vice President

Secretary

Member

Member

ATTEST:

Secretary

EXHIBIT A

Map of North Madison Economic Development Area and Super ATV Allocation Area

(Attached)